



WAT TYLER COUNTRY PARK MARINA RULES & REGULATIONS.

1. Definitions

- 1.1.1. In these Rules and Regulations some words have special meanings.
- 1.1.2. "Council" means Basildon District Council, or any authorised officer or other person representing Basildon District Council.
- 1.1.3. "Marina" means the parts of Wat Tyler Country Park used for storage launching and retrieval of boats, and ancillary purposes such as parking for boat users.
- 1.1.4. "Licencee" means any person who has entered into a licence agreement with the council concerning the use of marina facilities, including but not limited to mooring and storage of boats, but excluding a casual or annual launch licence.
- 1.1.5. "reserved Moorings" means mooring spaces to which restrictions on use apply, for example restrictions on the duration of mooring.

2. Rules & Regulations

- 2.1 Issue of rules & regulations
- 2.1.1 The council may from time to time amend, alter or add to the Rules & Regulations governing the use of the Marina.
- 2.1.2 All persons using the Marina are required to comply with the Marina Regulations, a current copy of which is available for inspection in the Park Office during normal office hours.

2.2 *Communications*

- 2.2.1 Marina users may contact the Council via the Park Office at Wat Tyler Country Park .
- 2.2.2 Any letter to a licencee shall only be sent to the address on the Licence Application Form.
- 2.2.3 Licencees shall inform the Council in writing of any change in the details on the licence application form, including their address and name of vessel.
- 2.2.4 In the case of any vessel or other item in the Marina, any note or other message prominently affixed to the vessel or item for seven days shall be deemed delivered to the licencee or owner.

2.3 *Conduct in the Country Park*

- 2.3.1 No swimming in the creek
- 2.3.2 No fishing in the creek
- 2.3.3 No depositing litter or other waste in the Park, the Marina, or the Creek
- 2.3.4 No lighting of fires
- 2.3.5 No hunting, shooting or harassment of wildlife
- 2.3.6 No destruction or removal of plants, flowers, soil or stone
- 2.3.7 Dogs to be kept under control at all times
- 2.3.8 No access to the salt marsh areas
- 2.3.9 All instructions and notices issued by the Council must be complied with
- 2.3.10 Marina users shall drive carefully and considerately within the Park
- 2.3.11 All cars must be parked as directed by the Council

2.3.12 Marina users shall at all times behave courteously and reasonably towards other Park users.

2.4 Marina Licences

2.4.1 A licence to use the Marina may be issued by the Council on receipt of an application accompanied by, the appropriate fee and signed acceptance of the Marina Rules & Licence Regulations and valid Certificate of Insurance.

2.4.2 The Council issues licences at its sole discretion and may refuse an application without giving a reason.

2.4.3 The Council may terminate without notice or explanation any marina licence. A full or partial refund of monies paid, or reduction of monies owed, may be made at the sole discretion of the Council.

2.4.4 A licensee may terminate or amend a licence only by written notice to the Council. A full or partial refund of monies paid, or reduction of monies owed, may be made at the sole discretion of the Council. See also 2.5.15

2.4.5 A licence is issued to an individual for the use of a specific vessel, and is **not** transferable to another owner or another vessel.

2.4.6 The Council accepts no responsibility for thefts, vandalism, accidents or injuries within the area of the Marina, unless such an occurrence is directly due to the negligence of the Council. Marina users are strongly advised to take out a suitable insurance policy against such occurrences.

2.5 General Operating Conditions

2.5.1 All Marina users should be aware of current Port of London Authority and Excise Regulations, Council byelaws and any other applicable regulations or laws. Any contravention of such laws and regulations can result in termination of a Marina licence. A copy of all the regulations referred to is available at the Country Park office. The Council may without notice report breaches of regulations to the appropriate authority.

2.5.2 When manoeuvring in the Marina area vessels shall proceed within the designated speed limit (8 knots or as otherwise notified). Boats must use the main navigable channel and must not weave between moored craft. Water skiing, use of jet bikes, or aquaplaning is only permitted in areas designated for this activity by the Port of London Authority.

2.5.3 The Council may from time to time move any vessel or equipment within the Marina and shall make reasonable efforts to contact the appropriate licensee in advance of any such movement. The Council may also at any time board and inspect any craft to ensure compliance with Marina regulations.

2.5.4 Licensees shall not use or permit the use of the Marina or any part thereof for any dangerous offensive Noxious noisome illegal or immoral activity nor behave in any manner that may be or become a nuisance or annoyance to the Council or to the owner or occupier of any neighbouring premises.

2.5.5 Children under 16 years of age are not allowed to supervise boats or other vessels in the mooring area nor to supervise any launch or retrieval operation unless accompanied by a responsible adult.

2.5.6 No person may use or allow to be used any boat as a residence either temporary or permanent upon Council premises or any part thereof.

2.5.7 Nothing shall be attached to the bed of the creek without the Council's written permission; only anchors of a type approved by the Council shall be used and in particular the "FISHERMAN" pattern of anchor shall not be used.

2.5.8 All boats, trailers and tenders must bear either the name of the boat or its owner easily visible in letter of a minimum height of 5cm (2"), in the case of a boat this must be on both sides of the bow and on the stern.

2.5.9 Storage of large quantities of more than 50 litres (10 gallons) of fuel or other highly flammable liquid is forbidden without the written permission of the Council, other than in designated areas.

2.5.10 Users shall take all reasonable precautions to ensure that fuel or any liquid waste including paint, solvents, oils and chemical toilet waste is not spilled into the creek or onto any place within the confines of Wat Tyler Country Park and Marina.

- 2.5.11 Keys are lent to a licensee in exchange for a deposit for the period of the licence and must be returned to the Council on request, when the deposit will be refunded. Keys must not be copied, loaned, exchanged or sold to other persons. A charge will be made for the replacement of any lost or damaged key.
- 2.5.12 Users passing through any locked Marina gate or barrier shall ensure that the gate is locked again immediately after use.
- 2.5.13 The Council's permission must be obtained prior to the employment of any person, other than the permanent crew or owner, to undertake work on any vessel, trailer or other equipment on the Council's premises or moorings.
- 2.5.14 Where charges are calculated by the length or beam of a vessel, such measurement shall be the maximum measurement of the vessel including any fixed items which increase that measurement e.g. outriggers, bowsprits or fixed steering gear, excluding removable outboard engines.
- 2.5.15 Upon termination of a licence the licensee shall remove all vessels and equipment from the Marina within 21 days failing which such vessels or equipment may be liable to impoundment.

2.6 Launches & Retrievals

- 2.6.1 No person shall launch or retrieve any vessel other than the tender to a licenced vessel from Council property, including the slipway, without prior permission from the Council.
- 2.6.2 No person shall launch or retrieve any vessel from any place other than the slipway or crane jetty.
- 2.6.3 No person other than authorised Council officers may use Council owned equipment to undertake launch or retrieval operations without prior written permission from the Manager of Countryside Services.
- 2.6.4 Boat owners requiring assisted launch or retrieval must make a request to the Council at least seven days prior to the proposed date of the operation. This notice period may be waived at the sole discretion of the Council.
- 2.6.5 All assisted launch or retrieval operations shall be undertaken at a time and date determined at the sole discretion of the Council. Boat owners are advised to agree the time of the operation with the Council before making other arrangements, as the Council cannot guarantee to provide assistance at all times.
- 2.6.6 All assisted launch and retrieval operations are undertaken under the direction of the Council's authorised tractor operator. The operation may be cancelled or ended at any time if, in the opinion of the authorised tractor operator, the operation poses an unacceptable risk to any persons or property. A full or partial refund of monies paid, or reduction of monies owed, may only be made at the sole discretion of the Council. Boat owners are warned that such a refund or reduction will normally only be made when the circumstances necessitating the cancellation could not reasonably have been avoided by the boat owner, for example adverse weather conditions or failure of Council equipment. In particular no refund or reduction will normally be made if insufficient assistance is available.
- 2.6.7 The Council shall provide one tractor operator and equipment for assisted launch and retrieval operations. It is the responsibility of the boat owner to arrange any other equipment or assistance required at the time of the operation. The number of persons required assisting, and the equipment required, will depend upon the size and type of vessels to be moved. Boat owners are advised to seek the advice of the Council before the operation, to avoid cancellation (see 2.6.6).
- 2.6.8 The boat owner must provide at their own expense any equipment required for boat movement other than that normally provided by the Council.

2.7 Mooring Conditions

- 2.7.1 The Council accepts no responsibility for any craft on its moorings.
- 2.7.2 The licensee shall arrange suitable third party insurance, and present a valid Certificate of Insurance for inspection by the Council upon request.

- 2.7.3 No person shall moor any vessel other than at an authorised and licenced mooring except as provided in 2.8
- 2.7.4 The Council may from time to time move any moored vessel and except in an emergency shall make reasonable efforts to contact the appropriate licensee in advance of any such movement.
- 2.7.5 The licensee shall ensure that mooring lines are maintained in good order.
- 2.7.6 The licensee shall ensure that the vessel is regularly checked for chafing ropes, level of bilge water, etc, and any unsound or missing components are immediately replaced at the licensee's own expense.
- 2.7.7 The licensee shall ensure that the manner of moorings is safe, and keep the boat at its allotted position. Any deficiency in the mooring shall be immediately notified to the Council.
- 2.7.8 The licensee shall take all reasonable precautions to ensure that the vessel does not pose a hazard or inconvenience to other river users.
- 2.7.9 Mooring shall be in a fore-aft manner parallel with the tidal stream, with a riser line secured to the bow and another to the stern.
- 2.7.10 Mooring lines must be of such a length that a 6.2m O.D. tide will not cause excessive strain to be placed on the mooring line and tackle. There must be no slack that allows movement of the boat at such a tide.
- 2.7.11 Owners must maintain their craft in a safe and seaworthy condition.
- 2.7.12 A licensee does not have exclusive use of a particular mooring but has the use of a mooring allocated by the Council. Although a vessel will if possible be assigned to a mooring suitable to the craft, the Council shall allocate moorings at its sole discretion, and may from time to time transfer craft between moorings.
- 2.7.13 No commercial activity is allowed on boats using the Council's moorings.
- 2.7.14 An owner must only use the boat named on the licence on his assigned mooring and cannot lend, sublet or exchange the mooring without written permission from the Council.
- 2.7.15 Any present or prospective Marina licensee intending to buy, sell or exchange a vessel based at the Marina is advised that the Council shall require a new licence application to be made in advance of any change of ownership.

2.8 Reserved Moorings

- 2.8.1 The Council may from time to time publish a schedule of Reserved Moorings for the purpose of controlling moorings on and around the jetty and other temporary mooring places. This schedule shall be displayed at the park office and at the Marina. The schedule may be altered or amended at any time without notice.
- 2.8.2 Any user wishing to use a Reserved Mooring must first obtain permission from the Council.
- 2.8.3 Reserved Moorings are normally for the use of licensees only although the Council may, from time to time, allow use of the Reserved Moorings by other users.
- 2.8.4 Reserved Moorings are to be used only as directed by the Council. Use shall normally only be permitted for up to 5 days per licenced vessel per calendar month. The Council may impose a Penalty Charge on any boat user who does not comply with directions for use of Reserved Moorings.
- 2.8.5 The Council may charge licensees and other users a fee for use of the Reserved Moorings.
- 2.8.6 The Council cannot guarantee the availability of a Reserved Mooring to any user.
- 2.8.7 For avoidance of doubt all conditions contained in 2.7 shall apply to use of Reserved Moorings except 2.7.9

2.9 Storage Conditions

- 2.9.1 No boat may be parked or removed from the boat compound or removed from its trailer without permission from the Council. Any movement must be conducted in a safe and appropriate manner.
- 2.9.2 The licensee shall arrange suitable third party insurance, and present a valid Certificate of Insurance for inspection by the Council at any reasonable time.
- 2.9.3 Vessels in storage must be chocked and level and constitute no hazard to third parties or their property, and be secured in a safe and suitable manner to the satisfaction of the Council.
- 2.9.4 Vessels and trailers in store must have their names visible, or otherwise be clearly labelled at all times.
- 2.9.5 The licensee shall ensure that the necessary materials are present before chocking proceeds. Licensees must provide and maintain chocking materials to a standard approved by the Council.
- 2.9.6 An owner may be instructed to correct or remove a boat from the compound if it is considered to be hazardous by the Council.
- 2.9.7 Vessels and equipment shall only be stored in the compound in the location designated by the Council.
- 2.9.8 The Council may from time to time move any vessel or equipment within the compound without notice.
- 2.9.9 No work may be undertaken to a vessel that could prevent it from being safely moved without the prior permission of the Council.
- 2.9.10 No hazardous activity shall be permitted in the compound without the prior permission of the Council, including but not restricted to:
- Large scale fibre glass work
 - Use of bench saws
 - Spraying of any sort
 - Use of open flames, blow lamps, torches etc;
 - Gas or arc welding
 - Filling of petrol tanks
 - Movement of any object other than by hand
- 2.9.11 Storage or parking of boats, trailers or other equipment within Wat Tyler Country Park but outside the Marina area is not permitted. Any vessels, trailers or other equipment thus found may be impounded.

2.10 Impoundment Procedure

- 2.10.1 Any vessel, trailer or other item of equipment in the Marina or elsewhere on the Country Park whose owner cannot be readily identified may be summarily impounded without notice.
- 2.10.2 Any licensee or other user may be subject to an impoundment of their vessel, trailer or other equipment under one or more of the following conditions;
- 2.10.2.1 Failure to pay any sum due to the Council within 28 days of the due date
- 2.10.2.2 Failure to provide an adequate Certificate of Insurance
- 2.10.2.3 Failure to comply with an instruction from the Council
- 2.10.2.4 Breach of these Rules & Regulations
- 2.10.3 Before impoundment except as in 2.10.1 an impoundment notice shall be sent to the Licensee or owner, and affixed to the vessel, trailer or item of equipment. The notice shall state what action is required to avoid impoundment and give a period of no less than 7 days for such action to be carried out.
- 2.10.4 After the period given in the impoundment notice has expired, impoundment shall proceed if the specified action has not been completed to the satisfaction of the Council. During impoundment the impounded item shall continue to incur fees and charges as it did before impoundment.

- 2.10.5 In the case of the impoundment of an unidentified item as in 2.10.1, the item shall be released from impoundment only upon fulfilment of all of the following conditions:
- 2.10.5.1 Presentation of evidence of ownership of the impounded item to the satisfaction of the Council
 - 2.10.5.2 Payment of any impoundment fees and payment of any other outstanding debt to the Council
- 2.10.6 The Council may impose an impoundment fee upon the licensee or owner of any impounded item. The fee shall be calculated using the Council's published impoundment Removal Charge as follows:
- 2.10.6.1 For boats 20' in length and longer:
Impoundment Removal Charge multiplied by length in feet.
Any trailer on which the boat is mounted and any items contained within the boat shall be included in this charge.
 - 2.10.6.2 For tenders and other vessels less than 20' in length:
Impoundment Removal Charge multiplied by 20.
Any trailer on which the boat is mounted and any items contained within the boat shall be included in this charge.
 - 2.10.6.3 For trailers of any length without a vessel mounted on them:
Impoundment Removal Charge multiplied by length in feet.
 - 2.10.6.4 For any other items:
Impoundment Removal Charge multiplied by 10 for each item.
- 2.10.7 Impoundment shall be undertaken in one or more of the following ways:
- 2.10.7.1 Physical removal of all or part of the vessel, trailer or other item of equipment to a place of storage.
 - 2.10.7.2 Locking or otherwise temporarily disabling the vessel, trailer or other item of equipment so that it cannot be used.
- 2.10.8 The vessel, trailer or other item of equipment shall be released from impoundment only when the action required in the impoundment notice has been completed to the satisfaction of the Council, and when any impoundment fees and any other fees incurred since impoundment, are paid.
- 2.10.9 At any time during impoundment the Council may, at its absolute discretion, either dispose of the impounded item by any suitable means, or offer publicly for sale the impounded item by any reasonable method. Users are warned that this process may commence immediately after impoundment.
- 2.10.10 The Council may, at its absolute discretion, take other action to recover outstanding debts instead of or as well as impoundment.
- 2.10.11 Any money raised by sale of an impounded item shall be held by the Council and allocated as follows and in this order of priority:
- 2.10.11.1 Payment of impoundment fees associated with that item;
 - 2.10.11.2 Payment of any other outstanding debt to the Council associated with that item.
- 2.10.12 Any money remaining after the allocation in 2.10.11 shall be offered to the owner of the impounded item. If the owner cannot be readily identified any such money shall be accounted for in a manner prescribed by the Council's Financial Services.

Issued by:

The Manager of Countryside Services
BASILDON DISTRICT COUNCIL

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